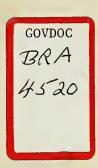
MAN 05-891



# BOSTON REDEVELOPMENT AUTHORITY INVITATION FOR PROPOSALS FOR THE OPERATION

OF A

PUBLIC PARKING LOT AT

269-293 COMMERCIAL STREET AND 19-69 EASTERN AVE.
BOSTON, MASS.

The B. R. A. invites proposals for the operation of a lot containing approximately 90,000 sq. ft. of land at 269-293 Commercial Street and 19-69 Eastern Avenue.

The principal terms under which the lot is to be operated are:

- 1. The term of occupancy is one year, commencing on April 16, 1987.
- 2. The license shall be terminable on thirty days' written notice from the Authority.
- 3. Bids will be based upon a monthly payment for use of the premises.
- 4. The licensed capacity of the lot is 230 cars.
- 5. A certain number of car spaces, as indicated in Schedule "C" of the lease, are to be made available for resident parking on a priority basis at a monthly rate of \$70.00 per car space for 24-hour daily use. Uncommitted residential spaces may be utilized for public parking at the scheduled daily rates.
- 6. The lot is to be operated for use by the general public seven days a week at rates to be established by the Licensee.





Plan of the land, proposal forms and license forms, containing full requirements for bidding and operating the lot, may be obtained upon the payment of \$50.00 in cash or certified check, nonrefundable, payable to BOSTON REDEVELOPMENT AUTHORITY, daily at the office of the Authority, City Hall, Room 910, on or before 12:00 o'clock, noon, EST, March 5,1987, at which time and place all proposals will be publicly opened and read.

The Authority reserves the right to reject any and all proposals.

KANE SIMONIAN, Secretary

BOSTON REDEVELOPMENT AUTHORITY



# INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Proposals shall be submitted on forms furnished by the Authority.

A copy of the Proposal shall be properly filled out, signed and enclosed in an envelope, sealed and marked "Proposal for Licensing of Project Land in the Waterfront Project Area." Copy of the Proposal shall be filed with the Authority at Room 910, City Hall, City Hall Square, Boston, Massachusetts, on or before Twelve O'Clock, Noon, Eastern Standard Time, March 5, 1987, at which time and place all proposals shall be publicly opened and read. The copy of the Proposal shall be accompanied by a deposit in the amount of the monthly bid, payable to the Boston Redevelopment Authority in the form of CASHIER'S CHECK, TREASURER'S CHECK or CERTIFIED CHECK, and made under the terms stated in the Proposal. This bid deposit will be retained by the Authority as payment for the last month's rent.

The Proposal shall also include written evidence of the ability
of the bidder to furnish the performance bond (or cash in lieu thereof)
provided for in the License Agreement. Bidder's Qualification Form
(attached hereto) must be completed and filed with Bidder's Proposal.

No Proposal shall be withdrawn after the day and hour hereinbefore set for the opening of Proposals.

The Authority reserves the right to reject any and all Proposals.

KANE SIMONIAN, SECRETARY

BOSTON REDEVELOPMENT AUTHORITY



### BIDDER'S QUALIFICATION FORM

1.	All required	information	must	be	submitted	on	bidder's	stationery.
2	Name of Bidde	21°						

- 3. Permanent main office address.
- 3a. Treasury Number (Employer's Identification Number).
- 4. When organized.
- 5. If a corporation, where incorporated?
- 6. If not a corporation, are you registered with the clerk in your city or town?
- 7. If not, why not?
- 8. How many years have you been engaged in the parking business under your present firm or trade name?
- 8a. Names and home addresses of the principal officers and their background and experience in the operation of parking lots.
- 9. Have you ever defaulted on a bid contract?
- 9a. If so, where and why?
- 10. List the more important parking lots now being operated by your firm.
- 11. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Boston Redevelopment Authority in verification of the recitals comprising this statement of the Bidder's Qualifications.

Dated	at	 this	_day of	_ 19

Name of Bidder



PROPOSAL

TO BE FILED AT

ROOM 910, CITY HALL, BOSTON, MA. 02201

RE: CLEARED PROJECT LAND FOR PUBLIC PARKING

AT

269-293 COMMERCIAL STREET

AND

19-69 EASTERN AVENUE

BOSTON, MASSACHUSETTS

#### BOSTON REDEVELOPMENT AUTHORITY

ROBERT L. FARRELL, CHAIRMAN
JOSEPH J. WALSH, VICE CHAIRMAN
JAMES K. FLAHERTY, TREASURER
CLARENCE J. JONES, ASST. TREASURER
MICHAEL F. DONLAN, MEMBER

KANE SIMONIAN, EXECUTIVE DIRECTOR STEPHEN COYLE, DIRECTOR

RAYMOND L. FLYNN, MAYOR

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#### PROPOSAL

TO THE BOSTON REDEVELOPMENT AUTHORITY:

The undersigned hereby proposes to license from the Boston
Redevelopment Authority (hereafter called the Authority), at \$
(write amount in words per month, payable in advance,
the premises described for the term stated, and upon the covenants,
agreements and conditions contained in the form of license attached
hereto and pertaining to the public parking area described in
Schedule "A" of the License Agreement.

The undersigned agrees that if, on or before the acceptance date stated in Schedule "B" of the license, notice that this proposal has been accepted shall be mailed to the undersigned at the address stated below, or shall be delivered to the undersigned, the undersigned will, on or before the execution dated stated in Schedule "B" of the License Agreement, execute in triplicate and accept delivery of a license in the form annexed; that simultaneously with the delivery of such license, the undersigned will:

- (a) file with the Authority, policies, binders or certificates evidencing the maintenance of the insurance required by the license; and
- (b) deliver to the Authority for deposit with its Treasurer, as the undersigned may elect, either a performance bond as provided in



The license in the amount of \$30,000 executed by a surety company authorized to do business in the Commonwealth of Massachusetts, or cash or certified check in the amount of \$30,000 to be held upon the terms and conditions stated in the license agreement; and that the premiums on such insurance and such performance bond will be paid by the undersigned.

(c) make payment to the Authority of the first month's rent in advance.

The undersigned represents that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same license; that the undersigned is competing solely in his or its own interest, and in his or its own behalf, without connection with or obligation to any undisclosed person or corporation; that no other person has any interest in the profits of the license; that the undersigned has read the form of license attached hereto and is fully informed in regard to all covenants, conditions and provisions thereof; that the undersigned has visited the premises described in said form of license, examined their condition and become thoroughly acquainted with their advantages and disadvantages and compared the license with the conditions found, and that the undersigned makes this proposal from all or its own examination and estimates.

The undersigned further agrees that the bid deposit submitted herewith in the amount specified in Schedule "B" of the license in the form of cashier's check, treasurer's check or certified check, payable to the Boston Redevelopment Authority, accompanying the copy of this proposal filed with the Authority, shall become and be the



property of the Authority as liquidated damages if, after an award is made to the undersigned, the undersigned fails, on or before the execution date stated in Schedule "B" of the license, and after notice of the award is mailed or delivered to him or it, to execute in triplicate and accept delivery of the aforesaid license, or upon the delivery of such license fails to perform the other obligations of the undersigned under clause (a) and (b) of this proposal.

The undersigned understands that no person or corporation or entity or representative of such person, corporation or entity who has any real or personal interest in the area for which bids are solicited is eligible to submit a proposal.

The undersigned understands that all bid deposits, except those of the three highest responsible and eligible bidders, will be returned within five days, Saturdays, Sundays and holidays excluded, after the opening of the proposals, and that the other bid deposits will be returned upon the execution and delivery of the license, or, if no license is made, at the expiration of ninety (90) days after the opening of the proposals.

	BIDDER	
	BY	
	ADDRESS	
	BUSINESS ADDRESS	<u>.</u>
THE BIDDER IS A (AM)		•
	INDIVIDUAL PARTNERSHIP	CORPORATION



The full name and address of all persons interested in this proposal
as principals are as follows:
2
Individual Owner
State full name and address of owner. If business is carried on in
any name other than that of the owner, state such name and address:
<u>Partnership</u>
State full name and address of all partners.



#### Corporation

	Corporation	is incorpora	ited in the	State of	
Presid	ent is				 
Treasu	rer is				 
Place (	of business i	n Boston is_			 

NOTE: This proposal must bear the written signature of the bidder.

If the bidder is an individual doing business under a name other than his own, the proposal must so state, giving the address of the individual.

If the bidder is a partnership, the proposal must so state, setting forth names and addresses of all partners and must be signed by a partner designated as such.

If the bidder is a corporation, the proposal must bear the seal of the corporation and must be signed by a duly authorized officer or agent of such corporation.

Note: This Proposal must be signed by BIDDER on Page Three where indicated and filed with the Authority at its office, Room 910, City Hall, Boston, or or before Twelve Noon, March 5, 1987.

Note: Completed Bidder's Qualification Form must be filed with this Proposal.



## LICENSE AGREEMENT

THIS LICENSE entered into this day of
, 1987 between the Boston Redevelopment Authority,
a body politic and corporate and a political sub-division of the
Commonwealth of Massachusetts under Chapter 121 of the General Laws,
and hereinafter called the Authority, which expression shall include
its successors and assigns when the context so requires or admits,
and
hereinafter called the Licensee, which expression shall include

hereinafter called the Licensee, which expression shall include executors, administrators, successors and assigns when the context so requires or admits.

WITNESSETH, that in consideration of the charges, covenants and conditions herein reserved and contained on the part of the Licensee to be paid, performed and observed, the Authority does



hereby license unto the Licensee the following described premises, hereinafter called the licensed premises, situated in the City of Boston, Massachusetts, as described in Schedule "A" hereto annexed.

TO HAVE AND TO HOLD for the term stated in Schedule "B" hereto annexed unless sooner terminated in accordance with the charges, covenants, conditions and schedules herein set forth.

This license is granted upon the express CONDITION: condition that if the Boston Redevelopment Authority shall notify the Licensee in writing, either (1) hand delivered to the Licensee at the licensed premises, with copy mailed by regular mail delivery, to the business office of the Licensee, or (2) sent by Registered or Certified Mail, Return Receipt Requested, to the business office of the Licensee, this license shall terminate on the thirtieth day after the receipt of such notice. Charges will be apportioned as of the date of such termination. Upon the termination of the license in accordance with the provisions of this CONDITION, the Licensee will remove from the premises all goods and effects not the property of the Authority and will peaceably yield up to the Authority the premises in good repair, order and condition in all respects.



YIELDING AND PAYING t	therefor, at the office of the			
Boston Redevelopment Authority				
	(write amount in words)			

per month, payable in advance.

The charges for the first month of said term are to be paid simultaneously with the acceptance of delivery of this license and the charges for each succeeding month or portion thereof are to be paid on the last day before the beginning of such month or portion thereof. The bid deposit submitted with the proposal is to be applied toward the last month's rent.

THE AUTHORITY COVENANTS with the Licensee that the Licensee on paying the charges hereby reserved and performing and observing the covenants and conditions herein on the part of the Licensee contained shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid without any interruption by the Authority or any person rightfully claiming under the Authority.

THE LICENSEE COVENANTS with the Authority that during the aforesaid term and for such further time as the Licensee



or any person or persons claiming under the Licensee shall hold the premises or any part thereof:--

- 1. The Licensee will pay to the Authority the said charges at the times and in the manner aforesaid.
- 2. The Licensee will pay all charges for water, electricity, Traffic and Parking Department fees, and other commodities, if any, used on the premises, and keep the sidewalks adjacent thereto clear of snow and ice.
- 3. The Licensee will neither make nor suffer any waste of the premises, but will keep the same in such repair, order and condition as the same are in at the commencement of said term, or may be put in during the continuance thereof, the Licensee by accepting delivery of this license acknowledging the premises to be in good order, repair and condition at the commencement of said term; and agrees to maintain the premises and the existing landscaping and shrubbery at his own expense throughout the term of the license.
- 4. The Licensee will neither make any change in, nor erect nor place any building, structure or sign (except Price Signs and No Trespassing signs) upon the premises unless the consent of the Authority thereto has first been obtained in writing:



- 5. The Licensee will permit the Authority or its duly authorized agent to enter upon the premises at any time, either to view and inspect the same, or to remove, without being held responsible therefor, any building, structure or sign (except a Price or a No Trespassing sign) not expressly consented to.
- other appropriate agency of the City of Boston, or their agents, to enter upon the premises at any time to view the same, and/or to gather empirical data relative to the usage of the lot as it affects the neighboring street system or traffic conditions, or the effect of the lot in the over-all supply of parking in the City of Boston or the general area. The Licensee shall not hinder the work of these agents in any way so long as said agents do not impede or obstruct the efficient operation and proper functioning of the parking lot. This provision in no way authorizes or permits the examining of any of the Licensee's books or records by anyone.
- 7. The Licensee at any one time shall not park within the facility more than the number of cars stated in Schedule C hereto annexed and must conform with all other provisions listed in Schedule C and Schedule D.



The Licensee will maintain in company or companies authorized to do business in the Commonwealth of Massachusetts, and keep on file with the Authority, policies, binders or certificates evidencing the maintenance of insurance, (a) insuring the Licensee against property damage to the extent of Two Hundred and Fifty Thousand Dollars (\$250,000) for each accident; and, to the extent of One Million Dollars (\$1,000,000) for any one person. and to the extent of Two Million (\$2,000,000) Dollars for any one accident, against legal liability for loss or damage on account of injury or death of any person (other than a servant or agent of the Licensee while covered by Workmen's Compensation Insurance) while on or about the premises or any street, way or sidewalk adjacent thereto; (b) insuring the payment of Workmen's Compensation benefits to all employees of the Licensee; (c) insuring the Licensee to the extent of One Hundred Thousand Dollars (\$100,000) against legal liability for loss or damage originating from fire, explosion (except explosion of tires), theft of (if the entire motor vehicle is taken), or to motor vehicles which are the property of others and in the custody of the Licensee on the premises, and riot and civil commotion and malicious mischief and vandalism, with a maximum of Twenty-Five Dollars (\$25.00) deductible on riot and civil commotion



or malicious mischief. The Authority shall be named as an additional insured in all policies required by Paragraph (a) above.

- 9. The Licensee will neither cause nor suffer any nuisance on the premises or any part thereof.
- 10. The Licensee will use the premises for the parking of motor vehicles in accordance with the regulations hereinafter set forth and for no other purpose.
- 11. The Licensee will abide by the following regulations with respect to the use, operation and occupancy of the premises (in the REGULATIONS called "the parking facility)":

# REGULATIONS

- I. The parking area shall be open for business between 7 A.M. and 2 A.M. of the following day, and there shall be at least one attendant on the premises at all times while the lot is open for business. On Sundays and holidays, the lot may be closed only with prior approval of the Authority.
- II. Use of the parking area shall be restricted to automobiles, beach wagons and motorcycles. Parking of trucks and other commercial vehicles shall not be allowed on the parking facility.



III. Subject to the limitations imposed by Regulation II, and to the rights of the Licensee to charge for use, space for parking any motor vehicle shall, upon reasonable request therefor, be furnished to any person without discrimination.

IV. The Licensee shall not by rule, regulation, sign or otherwise, require any person whom it suffers to enter, be upon, or leave the parking facility, or to park a motor vehicle thereon, to do so at his own risk.

V. Motor vehicles shall be permitted to enter and leave the parking facility only at places where, at the time, the curbs are cut.

VI. The Licensee shall at all times maintain in a conspicuous place on the parking facility, a price sign, in a form satisfactory to the Authority, bearing the words

PUBLIC PARKING FACILITY and stating the name of the Authority,

the name and business address of the Licensee, the hours during which the parking facility is open for business and the Licensee's rates or charges for use of the parking facility.

VII. The Licensee shall indemnify and hold harmless the Authority from any and all claims for injury, loss or damage suffered by any person or property on or about the premises.



VIII. The Licensee shall not conduct, nor permit any person to conduct, any business on the premises incidental to the parking of motor vehicles or affecting parked motor vehicles.

THE LICENSEE FURTHER COVENANTS with the Authority:

- A. That the Licensee will not assign, sell or mortgage this license nor sublet the whole or any part of the premises
  without first obtaining on each occasion the consent in writing
  of the Authority.
- B. That at the expiration of this license or the termination thereof, otherwise than by an eminent domain taking, the Licensee will remove from the premises all goods and effects not the property of the Authority and will peaceably yield up to the Authority the premises in good repair, order and condition in all respects.
- C. That, if the Licensee fails to maintain, or to keep on file with the Authority, policies, binders or certificates evidencing the maintenance of insurance as hereinbefore provided, or if the Licensee suffers any snow or ice to remain upon the sidewalks adjacent to the licensed premises for more than two (2) hours between sunrise and sunset, then it shall



be lawful for the Authority to maintain such insurance or to clear such snow or ice; and the Licensee shall reimburse the Authority for the amount which the Authority shall from time to time expend in so doing.

- D. That the Licensee, notwithstanding any other provisions contained in this license, will at all times maintain and operate the parking facility in accordance with the rules and regulations of the City of Boston Traffic and Parking Department and the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Boston Redevelopment Authority, and promptly and completely comply with whatever rules and directions the Authority, in the exercise of its discretion, shall issue. It is understood and agreed by the Licensee that if requested by the Authority on behalf of the City of Boston Traffic and Parking Department the Licensee must make available space for 10 tour buses. This provision has been in effect for a number of years, but has not been utilized. If such provision is implemented, the rates shall be \$1.00 for the first hour, \$2.00 for the second hour, and \$3.00 for each additional hour.
- E. That the Licensee, if so requested by the Authority, will make provisions for 4 small commuter vans at the same rate of \$70.00 a month charged for resident parkers. These vans would be included in the total 115 car spaces allocated for monthly resident parkers. The provision for monthly resident parking has not been utilized to the fullest. Only approximately 25 cars have occupied these spaces during the past year.
- F. That the Licensee will pay all reasonable costs, attorneys' fees and expenses that shall be made or incurred by the Authority in enforcing the covenants, agreements and conditions of this license.



PROVIDED ALWAYS, that in case the whole or any part of the premises shall be taken by eminent domain, or by military or other public authority, and the premises or any part thereof, are as a result of such taking rendered unfit for use for the purpose hereinbefore specified, this license shall immediately terminate. If this license is thus terminated during any month for which the Licensee has paid charges, the Authority shall refund to the Licensee such part of said monthly charges as is proportionate to the unexpired part of said month. Authority hereby expressly reserves and excepts all rights to all direct consequential damages to the premises and the estate hereby created which may accrue by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; and the Licensee hereby covenants to execute and deliver to the Authority such instruments of assignment of such rights as the Authority may from time to time request.

PROVIDED ALSO, and this license is upon this condition, that if the Licensee shall neglect or fail to perform or observe



any of the covenants and agreements herein contained and on the part of the Licensee to be performed or observed, or if the estate hereby created shall be taken on execution or by other process of law, or if any assignment shall be made of the Licensee's property for the benefit of creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of the Licensee's property, or if the Licensee commits any act of bankruptcy, or if a petition is filed by or against the Licensee under any bankruptcy law, then, and in any of said cases (notwithstanding any licenses or any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Authority lawfully may, immediately or at any time thereafter, and without demand or notice, enter upon the premises or any part thereof in the name of the whole, and repossess the same as of the Authority's former estate and expel the Licensee and those claiming through or under the Licensee and remove their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of charges or preceding breach of covenant, and upon entry as aforesaid this license shall terminate; and the Licensee covenants that in case of termination



under the provisions of statute because of default of the Licensee, the Licensee will indemnify the Authority against all loss and damage which the Authority may suffer or incur by reason of such termination, whether through decreased charges during the residue of the aforesaid term or otherwise.

Any notice from the Authority to the Licensee shall be deemed duly served if either (1) hand delivered to the Licensee at the licensed premises with copy sent by regular mail delivery to the business office of the Licensee, or (2) sent by Registered or Certified Mail, Return Receipt Requested, to the business office of the Licensee, and any notice from the Licensee to the Authority shall be deemed duly served if sent by Registered Mail, addressed to the Executive Director, Boston Redevelopment Authority, Room 910, City Hall, Boston, Massachusetts 02201, and the customary Registered Mail receipt shall be conclusive evidence of such service.

The Licensee's covenants are joint and several if the Licensee is several persons, and are obligations of the partnership of each partner if the Licensee is a partnership.



SIMULTANEOUSLY with the acceptance of delivery of this license, and before the same shall be binding upon the parties hereto, the Licensee shall deliver to the Boston Redevelopment Authority (hereinafter called the Authority) for deposit with its Treasurer:

either a Performance Bond in favor of the Authority in the amount of \$30,000 which shall be conditioned upon the faithful performance of the charges, payments, covenants, agreements and conditions herein reserved and contained on the part of the Licensee to be paid, performed and observed, and shall be executed by a Surety Company authorized to do business in the Commonwealth of Massachusetts;

or cash or certified check in the amount of \$30,000, the same to be held by said Treasurer as security for the full and faithful performance and observance by the Licensee of all charges, payments, covenants, agreements and conditions herein contained and to be returned to the Licensee when and provided that the Licensee shall have fully performed and observed all of the said charges, payments, covenants, agreements and conditions on the Licensee's part to be paid, performed



and observed; and it is expressly agreed that the sum so deposited is not an advance payment of or on account of the charges and payments herein reserved, or any part or installment thereof, or a measure of the Authority's damages, and in no event shall the Licensee be entitled to return a particular application of the said sum or any part thereof until the full end of the term hereby granted, and until a reasonable time and opportunity shall have been had thereafter to inspect the said premises for the purpose of determining whether the charges, payments, covenants, agreements and conditions hereof have been fully paid, performed and observed.

THE FOLLOWING SCHEDULES (A, B, C and D) HERETO ANNEXED ARE MADE A PART OF THIS LICENSE AND MUST BE INITIALED:



#### SCHEDULE "A"

DESCRIPTION OF PREMISES:

Open parking area at 269-293 Commercial Street and 19-69 Eastern Avenue, Boston, as shown on the attached plan.

### SCHEDULE "B"

ACCEPTANCE DATE:

The Authority shall, within twenty (20) days of the date of opening of the bids, make its acceptance or rejection of this Proposal.

EXECUTION DATE:

The Licensee, within five (5) days of notification by letter posted to the address stated on Page 3 of the Proposal, shall execute the License.

BID DEPOSIT:

Bid Amount

TERM AND LIMIT OF LICENSE:

Commencement date - 12:01 A.M., April 16, 1987; Termination Date, April 15, 1988, at 11:59 P.M., (subject to approval of Air Pollution Control Commission).

## SCHEDULE "C"

PLAN:

Sargent's Wharf Parking Layout showing 230 car spaces.

MAXIMUM NUMBER OF CARS TO BE PARKED AT ANY ONE TIME:

230 cars

SPECIAL PROVISIONS:

- The Licensee shall not allow cars to be deposited on public rights-of-way adjacent to the property.
- 2. A total of 115 car spaces, including
  4 spaces for small commuter vans
  are to be made available for resident
  parking at a monthly rate of \$70.00
  per car space for 24-hour daily use.
  Uncommitted residential spaces may be
  utilized for public parking at the
  scheduled daily rates. Cars must be
  registered at the North End-Waterfront
  Area as defined on the attached map.



# SPECIAL PROVISIONS: (continued)

- January 15, 1988 the Licensee shall submit to the B. R. A. a list of the monthly resident parkers for each of these months. Also on January 15, 1988 he shall submit a report indicating the average number of monthly resident parkers over the previous nine months.
- 4. The lighting on the lot shall be in operation continuously from dusk to dawn and at such other times as may be deemed necessary by the Boston Redevelopment Authority.

### SCHEDULE "D"

The Licensee shall operate the lot in accordance with the rate schedule set forth below:

## RESIDENT PARKING RATES

Monthly Rate \$70.00

# DAY, NIGHT AND WEEKEND RATES

Legal market rates as established by the Licensee.

SIGNED AND SEALED at Boston, Massachusetts, the day and year first above written.

	BOSTON REDEVELOPMENT AUTHORITY
	ву
	KANE SIMONIAN,
	EXECUTIVE DIRECTOR
Executed in triplicate	
Approved as to form:	

Chief General Counsel
Boston Redevelopment Authority

 <del></del>



